

HB 1786 - S COMM AMD

By Committee on Financial Services, Insurance & Housing

ADOPTED 04/17/2003

1 Strike everything after the enacting clause and insert the
2 following:

3 "Sec. 1. RCW 59.20.030 and 1999 c 359 s 2 are each amended to read
4 as follows:

5 For purposes of this chapter:

6 (1) "Abandoned" as it relates to a mobile home, manufactured home,
7 or park model owned by a tenant in a mobile home park, mobile home park
8 cooperative, or mobile home park subdivision or tenancy in a mobile
9 home lot means the tenant has defaulted in rent and by absence and by
10 words or actions reasonably indicates the intention not to continue
11 tenancy;

12 (2) "Landlord" means the owner of a mobile home park and includes
13 the agents of a landlord;

14 (3) "Manufactured home" means a single-family dwelling built
15 according to the United States department of housing and urban
16 development manufactured home construction and safety standards act,
17 which is a national preemptive building code. A manufactured home
18 also: (a) Includes plumbing, heating, air conditioning, and electrical
19 systems; (b) is built on a permanent chassis; and (c) can be
20 transported in one or more sections with each section at least eight
21 feet wide and forty feet long when transported, or when installed on
22 the site is three hundred twenty square feet or greater;

23 (4) "Mobile home" means a factory-built dwelling built prior to
24 June 15, 1976, to standards other than the United States department of
25 housing and urban development code, and acceptable under applicable
26 state codes in effect at the time of construction or introduction of
27 the home into the state. Mobile homes have not been built since the
28 introduction of the United States department of housing and urban
29 development manufactured home construction and safety act;

1 (5) "Mobile home lot" means a portion of a mobile home park or
2 manufactured housing community designated as the location of one mobile
3 home, manufactured home, or park model and its accessory buildings, and
4 intended for the exclusive use as a primary residence by the occupants
5 of that mobile home, manufactured home, or park model;

6 (6) "Mobile home park" or "manufactured housing community" means
7 any real property which is rented or held out for rent to others for
8 the placement of two or more mobile homes(~~(+)~~), manufactured homes,
9 or park models for the primary purpose of production of income, except
10 where such real property is rented or held out for rent for seasonal
11 recreational purpose only and is not intended for year-round occupancy;

12 (7) "Mobile home park cooperative" or "manufactured housing
13 cooperative" means real property consisting of common areas and two or
14 more lots held out for placement of mobile homes, manufactured homes,
15 or park models in which both the individual lots and the common areas
16 are owned by an association of shareholders which leases or otherwise
17 extends the right to occupy individual lots to its own members;

18 (8) "Mobile home park subdivision" or "manufactured housing
19 subdivision" means real property, whether it is called a subdivision,
20 condominium, or planned unit development, consisting of common areas
21 and two or more lots held for placement of mobile homes, manufactured
22 homes, or park models in which there is private ownership of the
23 individual lots and common, undivided ownership of the common areas by
24 owners of the individual lots;

25 (9) "Park model" means a recreational vehicle intended for
26 permanent or semi-permanent installation (~~(and habitation)~~) and is used
27 as a primary residence;

28 (10) "Recreational vehicle" means a travel trailer, motor home,
29 truck camper, or camping trailer that is primarily designed and used as
30 temporary living quarters, is either self-propelled or mounted on or
31 drawn by another vehicle, is transient, is not occupied as a primary
32 residence, and is not immobilized or permanently affixed to a mobile
33 home lot;

34 (11) "Tenant" means any person, except a transient, who rents a
35 mobile home lot;

36 (12) "Transient" means a person who rents a mobile home lot for a

1 period of less than one month for purposes other than as a primary
2 residence;

3 (13) "Occupant" means any person, including a live-in care
4 provider, other than a tenant, who occupies a mobile home, manufactured
5 home, or park model and mobile home lot.

6 **Sec. 2.** RCW 59.20.070 and 1999 c 359 s 6 are each amended to read
7 as follows:

8 A landlord shall not:

9 (1) Deny any tenant the right to sell such tenant's mobile home,
10 manufactured home, or park model within a park or require the removal
11 of the mobile home, manufactured home, or park model from the park
12 because of the sale thereof. Requirements for the transfer of the
13 rental agreement are in RCW 59.20.073;

14 (2) Restrict the tenant's freedom of choice in purchasing goods or
15 services but may reserve the right to approve or disapprove any
16 exterior structural improvements on a mobile home space: PROVIDED,
17 That door-to-door solicitation in the mobile home park may be
18 restricted in the rental agreement. Door-to-door solicitation does not
19 include public officials or candidates for public office meeting or
20 distributing information to tenants in accordance with subsection (4)
21 of this section;

22 (3) Prohibit meetings by tenants of the mobile home park to discuss
23 mobile home living and affairs, including political caucuses or forums
24 for or speeches of public officials or candidates for public office, or
25 meetings of organizations that represent the interest of tenants in the
26 park, held in any of the park community or recreation halls if these
27 halls are open for the use of the tenants, conducted at reasonable
28 times and in an orderly manner on the premises, nor penalize any tenant
29 for participation in such activities;

30 (4) Prohibit a public official or candidate for public office from
31 meeting with or distributing information to tenants in their individual
32 mobile homes, manufactured homes, or park models, nor penalize any
33 tenant for participating in these meetings or receiving this
34 information;

35 (5) Evict a tenant, terminate a rental agreement, decline to renew

1 a rental agreement, increase rental or other tenant obligations,
2 decrease services, or modify park rules in retaliation for any of the
3 following actions on the part of a tenant taken in good faith:

4 (a) Filing a complaint with any state, county, or municipal
5 governmental authority relating to any alleged violation by the
6 landlord of an applicable statute, regulation, or ordinance;

7 (b) Requesting the landlord to comply with the provision of this
8 chapter or other applicable statute, regulation, or ordinance of the
9 state, county, or municipality;

10 (c) Filing suit against the landlord for any reason;

11 (d) Participation or membership in any homeowners association or
12 group;

13 (6) Charge to any tenant a utility fee in excess of actual utility
14 costs or intentionally cause termination or interruption of any
15 tenant's utility services, including water, heat, electricity, or gas,
16 except when an interruption of a reasonable duration is required to
17 make necessary repairs;

18 (7) Remove or exclude a tenant from the premises unless this
19 chapter is complied with or the exclusion or removal is under an
20 appropriate court order; or

21 (8) Prevent the entry or require the removal of a mobile home,
22 manufactured home, or park model for the sole reason that the mobile
23 home has reached a certain age. Nothing in this subsection shall limit
24 a landlords' right to exclude or expel a mobile home, manufactured
25 home, or park model for any other reason, including but not limited to,
26 ~~((fire and safety concerns provided such))~~ failure to comply with fire,
27 safety, and other provisions of local ordinances and state laws
28 relating to mobile homes, manufactured homes, and park models, as long
29 as the action conforms to this chapter ~~((59.20-RCW))~~ or any other
30 relevant statutory provision.

31 **Sec. 3.** RCW 59.20.073 and 1999 c 359 s 7 are each amended to read
32 as follows:

33 (1) Any rental agreement shall be assignable by the tenant to any
34 person to whom he or she sells or transfers title to the mobile home,
35 manufactured home, or park model.

1 (2) A tenant who sells a mobile home, manufactured home, or park
2 model within a park shall notify the landlord in writing of the date of
3 the intended sale and transfer of the rental agreement at least fifteen
4 days in advance of such intended transfer and shall notify the buyer in
5 writing of the provisions of this section. The tenant shall verify in
6 writing to the landlord payment of all taxes, rent, and reasonable
7 expenses due on the mobile home, manufactured home, or park model and
8 mobile home lot.

9 (3) The landlord shall notify the selling tenant, in writing, of a
10 refusal to permit transfer of the rental agreement at least seven days
11 in advance of such intended transfer.

12 (4) The landlord may require the mobile home, manufactured home, or
13 park model to meet applicable fire and safety standards if a state or
14 local agency responsible for the enforcement of fire and safety
15 standards has issued a notice of violation of those standards to the
16 tenant and those violations remain uncorrected. Upon correction of the
17 violation to the satisfaction of the state or local agency responsible
18 for the enforcement of that notice of violation, the landlord's refusal
19 to permit the transfer is deemed withdrawn.

20 (5) The landlord shall approve or disapprove of the assignment of
21 a rental agreement on the same basis that the landlord approves or
22 disapproves of any new tenant, and any disapproval shall be in writing.
23 Consent to an assignment shall not be unreasonably withheld.

24 (6) Failure to notify the landlord in writing, as required under
25 subsection (2) of this section; or failure of the new tenant to make a
26 good faith attempt to arrange an interview with the landlord to discuss
27 assignment of the rental agreement; or failure of the current or new
28 tenant to obtain written approval of the landlord for assignment of the
29 rental agreement, shall be grounds for disapproval of such transfer.

30 **Sec. 4.** RCW 59.20.080 and 1999 c 359 s 10 are each amended to read
31 as follows:

32 (1) A landlord shall not terminate or fail to renew a tenancy of a
33 tenant or the occupancy of an occupant, of whatever duration except for
34 one or more of the following reasons:

35 (a) Substantial violation, or repeated or periodic violations of
36 the rules of the mobile home park as established by the landlord at the

1 inception of the tenancy or as assumed subsequently with the consent of
2 the tenant or for violation of the tenant's duties as provided in RCW
3 59.20.140. The tenant shall be given written notice to cease the rule
4 violation immediately. The notice shall state that failure to cease
5 the violation of the rule or any subsequent violation of that or any
6 other rule shall result in termination of the tenancy, and that the
7 tenant shall vacate the premises within fifteen days: PROVIDED, That
8 for a periodic violation the notice shall also specify that repetition
9 of the same violation shall result in termination: PROVIDED FURTHER,
10 That in the case of a violation of a "material change" in park rules
11 with respect to pets, tenants with minor children living with them, or
12 recreational facilities, the tenant shall be given written notice under
13 this chapter of a six month period in which to comply or vacate;

14 (b) Nonpayment of rent or other charges specified in the rental
15 agreement, upon five days written notice to pay rent and/or other
16 charges or to vacate;

17 (c) Conviction of the tenant of a crime, commission of which
18 threatens the health, safety, or welfare of the other mobile home park
19 tenants. The tenant shall be given written notice of a fifteen day
20 period in which to vacate;

21 (d) Failure of the tenant to comply with local ordinances and state
22 laws and regulations relating to mobile homes, manufactured homes, or
23 park models or mobile home, manufactured homes, or park model living
24 within a reasonable time after the tenant's receipt of notice of such
25 noncompliance from the appropriate governmental agency;

26 (e) Change of land use of the mobile home park including, but not
27 limited to, conversion to a use other than for mobile homes,
28 manufactured homes, or park models or conversion of the mobile home
29 park to a mobile home park cooperative or mobile home park subdivision:
30 PROVIDED, That the landlord shall give the tenants twelve months'
31 notice in advance of the effective date of such change, except that for
32 the period of six months following April 28, 1989, the landlord shall
33 give the tenants eighteen months' notice in advance of the proposed
34 effective date of such change;

35 (f) Engaging in "criminal activity." "Criminal activity" means a
36 criminal act defined by statute or ordinance that threatens the health,
37 safety, or welfare of the tenants. A park owner seeking to evict a

1 tenant or occupant under this subsection need not produce evidence of
2 a criminal conviction, even if the alleged misconduct constitutes a
3 criminal offense. Notice from a law enforcement agency of criminal
4 activity constitutes sufficient grounds, but not the only grounds, for
5 an eviction under this subsection. Notification of the seizure of
6 illegal drugs under RCW 59.20.155 is evidence of criminal activity and
7 is grounds for an eviction under this subsection. The requirement that
8 any tenant or occupant register as a sex offender under RCW 9A.44.130
9 is grounds for eviction under this subsection. If criminal activity is
10 alleged to be a basis of termination, the park owner may proceed
11 directly to an unlawful detainer action;

12 (g) The tenant's application for tenancy contained a material
13 misstatement that induced the park owner to approve the tenant as a
14 resident of the park, and the park owner discovers and acts upon the
15 misstatement within one year of the time the resident began paying
16 rent;

17 (h) If the landlord serves a tenant three fifteen-day notices
18 within a twelve-month period to comply or vacate for failure to comply
19 with the material terms of the rental agreement or park rules. The
20 applicable twelve-month period shall commence on the date of the first
21 violation;

22 (i) Failure of the tenant to comply with obligations imposed upon
23 tenants by applicable provisions of municipal, county, and state codes,
24 statutes, ordinances, and regulations, including this chapter (~~59.20~~
25 ~~RCW~~). The landlord shall give the tenant written notice to comply
26 immediately. The notice must state that failure to comply will result
27 in termination of the tenancy and that the tenant shall vacate the
28 premises within fifteen days;

29 (j) The tenant engages in disorderly or substantially annoying
30 conduct upon the park premises that results in the destruction of the
31 rights of others to the peaceful enjoyment and use of the premises.
32 The landlord shall give the tenant written notice to comply
33 immediately. The notice must state that failure to comply will result
34 in termination of the tenancy and that the tenant shall vacate the
35 premises within fifteen days;

36 (k) The tenant creates a nuisance that materially affects the
37 health, safety, and welfare of other park residents. The landlord

1 shall give the tenant written notice to cease the conduct that
2 constitutes a nuisance immediately. The notice must state that failure
3 to cease the conduct will result in termination of the tenancy and that
4 the tenant shall vacate the premises in five days;

5 (1) Any other substantial just cause that materially affects the
6 health, safety, and welfare of other park residents. The landlord
7 shall give the tenant written notice to comply immediately. The notice
8 must state that failure to comply will result in termination of the
9 tenancy and that the tenant shall vacate the premises within fifteen
10 days; or

11 (m) Failure to pay rent by the due date provided for in the rental
12 agreement three or more times in a twelve-month period, commencing with
13 the date of the first violation, after service of a five-day notice to
14 comply or vacate.

15 (2) Within five days of a notice of eviction as required by
16 subsection (1)(a) of this section, the landlord and tenant shall submit
17 any dispute to mediation. The parties may agree in writing to
18 mediation by an independent third party or through industry mediation
19 procedures. If the parties cannot agree, then mediation shall be
20 through industry mediation procedures. A duty is imposed upon both
21 parties to participate in the mediation process in good faith for a
22 period of ten days for an eviction under subsection (1)(a) of this
23 section. It is a defense to an eviction under subsection (1)(a) of
24 this section that a landlord did not participate in the mediation
25 process in good faith.

26 (3) Chapters 59.12 and 59.18 RCW govern the eviction of
27 recreational vehicles, as defined in RCW 59.20.030, from mobile home
28 parks. This chapter governs the eviction of mobile homes, manufactured
29 homes, park models, and recreational vehicles used as a primary
30 residence from a mobile home park."

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1 On page 1, line 1 of the title, after "act;" strike the remainder
2 of the title and insert "and amending RCW 59.20.030, 59.20.070,
3 59.20.073, and 59.20.080."

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